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**IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS**

TRANSFORMABILITY, LLC
Plaintiff

COMPLAINT

vs

PLZ CORP.
2651 Warrenville Rd suite #300
Dowers Grove, IL 60515
Defendant

Serve:

Registered Agent Jessica Nolan
2651 Warrenville Rd suite #300
Dowers Grove, IL 60515

INTRODUCTION

1. This is a simple case of PLZ Corp.'s failure to pay TRANSFORMability for services they performed at multiple PLZ manufacturing facilities.

PARTIES

2. Plaintiff TRANSFORMability, LLC is a limited liability company organized under the laws of Michigan, with its principal place of business located at 47143 Woodlong Drive, Canton, Michigan 48187.

4. This court has jurisdiction under 28 USC § 1332, Diversity Jurisdiction.
5. This Court has personal jurisdiction over Defendant PLZ Corp. because Defendant PLZ Corp. has its principal place of business within this jurisdiction.
6. Venue is proper because Defendant PLZ Corp. resides within the district, pursuant 28 USC § 1391(c).

7. PLZ Corp. (“PLZ”) is a manufacturer of specialty brand and private label aerosol and liquid products in North America.
8. TRANSFORMability, LLC is a non-traditional transformation platform providing operational excellence and supply chain management with simple but effective solutions to enhance people & business performance leveraging organizational DNA to drive innovation and improvement.
9. PLZ enlisted TRANSFORMability’s services in order to help enhance their performance in specific ongoing projects PLZ was completing.
10. Specifically, TRANSFORMability would assess human capital and work processes in order to determine their overall efficiency and output and then would implement new logistics in order to increase efficiency and output.

1 11. In May 2022, PLZ Corp. requested TRANSFORMability's services at their Pacific
2 Assembly Plant in Pacific, Missouri.

3
4 12. PLZ agreed that they would pay for individuals from TRANSFORMability to work
5 specifically for the project by paying a Project based and day rate for them and
6 expenses.

7
8 13. Between May to September 2022, TRANSFORMability completed significant work
9 for the Pacific Plant Improvement Project.

10 14. PLZ Corp. paid multiple invoices for this project to TRANSFORMability during this
11 timeframe.

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13 15. However, PLZ Corp. failed to pay for several invoices submitted by
14 TRANSFORMability for their work.

15 16. TRANSFORMability sent PLZ Invoice Nos. 1059, 1060, 1061, and 1062 for their
16 work on November 6, 2022.

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18 17. These invoices were based on the day rates for individuals who would work
19 specifically for the Pacific Assembly Plant in order to support the work being
20 completed by TRANSFORMability for PLZ Corp. and travel expenses.

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22 18. These invoices were to be paid by PLZ by November 15, 2022.

23 19. On November 9, 2022, TRANSFORMability and PLZ's Senior Executive leadership
24 met to go over the outstanding invoices, at which time representatives of PLZ agreed
25 that the outstanding invoices under the Pacific Improvement Project would be paid.

26
27 20. Despite TRANSFORMability's repeated efforts to collect the outstanding balance
28 since that meeting, PLZ failed to pay any further monies owed.

- 1 21. Further, in July 2022, PLZ Corp. requested TRANSFORMability's services at their
2 manufacturing facility in St. Clair, Missouri.
- 3
- 4 22. PLZ agreed that they would pay for individuals from TRANSFORMability to work
5 specifically for the project by paying a project based and day rate for them and
6 expenses.
- 7
- 8 23. Between July 2022 to January 2023, TRANSFORMability completed significant work
9 for the St. Clair Line Project.
- 10
- 11 24. PLZ Corp. paid multiple invoices for this project to TRANSFORMability during this
12 timeframe.
- 13
- 14 25. However, PLZ Corp. failed to pay for several invoices submitted by
15 TRANSFORMability for their work.
- 16
- 17 26. TRANSFORMability sent PLZ Invoice Nos. 1056, 1057, and 1058 for their work on
18 November 8, 2022, and Invoice No. 1073 on January 24, 2023.
- 19
- 20 27. These invoices were based on the day rates for individuals who would work
21 specifically for the Pacific Assembly Plant in order to support the work being
22 completed by TRANSFORMability for PLZ Corp. and travel expenses.
- 23
- 24 28. PLZ failed to pay TRANSFORMability for their services under these invoices.
- 25
- 26 29. Further, PLZ requested TRANSFORMability's services at their manufacturing facility
27 in Indianapolis, Indiana.
- 28
30. PLZ agreed that they would pay for individuals from TRANSFORMability to work
specifically for the project by paying a day rate for them and expenses.

1 31. TRANSFORMability completed work between November and December 2022 for the
2 Indy Compounding Improvement Project, to which the agreed project cost between the
3 parties was \$300,000 plus travel expenses for the completed project.
4

5 32. PLZ Sr. VP of Operations Assad Mirza and VP of Operations Anna Johnson approved
6 the Indianapolis project after Plaintiff submitted the \$300,000 project estimate and
7 completion timeline of 10-12 weeks.
8

9 33. Plaintiff completed the Indy Compounding Improvement Project in full.

10 34. However, PLZ COO Nadim Kilzi refused to pay any amount whatsoever for the
11 Indianapolis project.
12

13 35. As a result of PLZ's failure to pay monies owed for services rendered,
14 TRANSFORMability has been severely damaged.

15 36. PLZ currently owes TRANSFORMability an outstanding balance of at least
16 \$953,013.35.
17

18 **COUNT I**
19 **BREACH OF CONTRACT**

20 37. Plaintiff realleges and incorporates by reference each and every allegation contained in
21 the foregoing paragraphs as though fully set forth.
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23 38. The contract between PLZ and TRANSFORMability for TRANSFORMability's
24 services is a valid and enforceable contract.
25

26 39. PLZ agreed to pay PLZ for their services for the Pacific Plant Improvement Project,
27 the St. Clair Line Project, and the Indy Compounding Improvement Project.
28

1 40. TRANSFORMability completed the work to which they sent invoices to PLZ Corp in
2 regards to the Pacific Plant Improvement Project.

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4 41. TRANSFORMability completed the work to which they sent invoices to PLZ Corp in
5 regards to the St. Clair Line Project.

6
7 42. TRANSFORMability completed the Indy Compounding Improvement Project in full.

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9 43. Despite TRANSFORMability completing their obligation under the contract, PLZ
10 breached the contract when they failed to pay TRANSFORMability for the work they
11 completed for PLZ.

12
13 44. As a result, PLZ has caused severe damage to TRANSFORMability, in an amount to
14 be determined at trial, but no less than \$1,000,000.00.

15
16 **COUNT II**
17 **UNJUST ENRICHMENT**

18 45. Plaintiff realleges and incorporates by reference each and every allegation contained in
19 the foregoing paragraphs as though fully set forth.

20
21 46. PLZ was unjustly enriched by obtaining the benefits of TRANSFORMability's
22 services at multiple PLZ facilities without paying TRANSFORMability for its
23 services.

24
25 47. TRANSFORMability is entitled to full restitution of any and all amounts by which
26 PLZ was unjustly enriched according to proof at trial.

27
28 **PRAYER FOR RELIEF**

WHEREFORE, the Plaintiff respectfully requests that this Court:

1. For compensatory, general, statutory, and special damages against Defendant, as allowed by law, in an amount at least equal to \$1,000,000.00 and to be proven at trial;
2. Prejudgment interest;
3. For costs of suit and reasonable attorneys' fees and costs as authorized by statute or law;
4. For such other relief, including injunctive and/or declaratory relief, as the Court may deem proper.

JURY TRIAL DEMANDED

PLAINTIFF DEMANDS A JURY BY TRIAL ON ALL COUNTS.

Respectfully Submitted,

/S/ FAISAL GILL

Faisal Gill

Gill Law Firm